ಬೆಂಗಳೂರು ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ಮಂಡಳಿ

# *BANGALORE WATER SUPPLY AND SEWERAGE BOARD*

**Office of the Chief Engineer (K-O&M), 6th Floor, Cauvery Bhavan, K.G.Road, Blore-560 009.**

**BWSSB/CE(K-O&M)TE/TA01/81/2022/** 546 **/2023-24.** **Date:** 11/08/2023

## Addendum No.1

**(Through Karnataka public procurement Portal)**

**https://kppp.karnataka.gov.in**

**Name of the Work**: Project Management Consultancy Services including construction supervision for Supplying, Fabrication and Laying of raw water transmission main from Shiva Anicut to Shiva Balancing Reservoir (SBR) - 3200 mm ID MS pipe of length 2.5 km.

**Repliers to Pre-Bid Quarries, Pre-Bid Meeting Dt:11.08.2023**

**IFT No**. No. BWSSB/CE(K-O&M)/ACE(K-O&M)-1/81/2022/511/2023-24 Dt:04.08.2023.

| Sl.No. | Tender Clause and Page No. | Existing Clause | Queries | Replies |
|---|---|---|---|---|
| 1 | SECTION: 2 INFORMATION TO CONSULTANTS (ITC), Cl No: 2.9 on Page No: 7. | Consultants Key persons CV's already engaged in any other projects shall not be considered for Technical Proposal, same will be treated Nil in evaluation. | We understand that the consultant's key experts who are engaged in other BWSSB projects are not allowed to be proposed in this proposal. Please clarify. | Tender conditions prevails. |

Chief Engineer
(Kaveri -Operation & Maintainance)
BWSSB, 6th Floor,
Cauvery Bhavan, K.G. Road
Bengaluru - 560 009

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| 2 | SECTION 2: INFORMATION TO CONSULTANTS (ITC), Cl No: 4.4 (e) Page No: 8. | e. Replacement during execution period shall not be permitted other than natural calamities like, death or sever health issues. In such cases only penalty of 5% on each replacement will not be charged. | Due to the current volatile market conditions and high employee attrition rates, requesting to kindly remove this, Clause. **Kindly consider.**<br><br>Or<br><br>We request you to kindly modify the clause as mentioned below:<br><br>"Replacement of Construction Supervision staff during execution period shall not be permitted other than natural calamities like, death or severe health issues or separation of employee from the Organization." | Tender conditions prevails. |
| 3 | SECTION 2: INFORMATION TO CONSULTANTS (ITC), Part 2: Financial Proposal Cl No: 4.9 Page No: 9. | Consultancy services comes under Pure Services and hence GST is not applicable as per guidelines. | 1. Kindly clarify whether GST is applicable for this work.<br>2. We understand that Bidders are to Quote the Financial Bid excluding GST. **Kindly Confirm.**<br>3. In the event of GST being applicable in future, will the client pay the GST with the prevailing rates. **Kindly confirm.** | This contract is treated as pure services.**GST will be paid as per the applicable law at the prevailing rates.** |

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(Kaveri -Operation & Maintainance)
BWSSB, 6th Floor,
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| 4 | 10 Performance Security, Page No: 11. | The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore. | As per Govt. of India, Circular.No.F.9/4/2020-PPD, Ministry of Finance, Dept. of Expenditure, Procurement Policy Division, dtd:12.11.2020.<br><br>As per Rule 171 of General Financial Rules (GFRs) 2017, Performance Security is to be obtained from the successful bidder awarded the contract for an amount of five to ten percent of the value of the contract to ensure due performance of the contract. Similar provisions also exist in the Manual for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017 issued by this Department. The Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. lt has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts.<br><br>In view of all above, it is decided to reduce Performance Security from existing 5-10% to 3% of the value of the contract for all existing contracts. However, the benefit of | Tender conditions prevails. |

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BWSSB, 6th Floor,
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| | | | the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated.<br>We request you to consider Performance Security of 3% of the contract price for this Consultancy assignment in the form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bangalore. | |
| 5 | Specific Criteria, S. No: 3, Page No: 13. | 3. The Consultancy firm as a sole (without JV) should have experience in Project Management Services (Including Construction Supervision) and Design / Review, Detailed engineering of at least one MS pipeline Water Supply System having diameter **2900 mm** and length 1.34 km in last 10 years. | We request you to modify the criteria as below:<br><br>"The Consultancy firm as a sole (without JV) should have experience in Project Management Services (Including Construction Supervision) and Design / Review, Detailed engineering of at least one MS pipeline Water Supply System having diameter **2700 mm** and length 1.34 km in last 10 years"<br><br>OR<br><br>Kindly consider assignments in which the consultant was legally contracted either individually or as a corporate entity or as a lead firm or one of members within a joint venture. | Specific Criteria, S. No: 3, Page No: 13. Shall be read as:<br><br>The Consultancy firm as a sole (without JV) should have experience in Project Management Services (Including Construction Supervision) and Design / Review, Detailed engineering of at least one MS pipeline Water Supply System having diameter **2560 mm and above** and length 1.34 km in last 10 years. |

Chief Engineer
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BWSSB, 6th Floor,
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| 6 | Schedule of Payment, Page No: 16. | Review of Contractor's designs and drawings: 40%<br>Construction/ Laying of Pipeline Supervision and Monitoring: 60%. | Requesting you to consider **making consultant's payment within 30 days on receipts of invoices.** | Tender conditions prevails. |
| 7 | Schedule of Payment, Page No: 16. | Item-2 -Construction Supervision and Monitoring-60% of Contract Price<br><br>The payment for construction supervision shall be made proportionately in accordance with the R.A. bills raised by Contractor in the project for actual work done (Financial). The payment shall be made on monthly basis. | Kindly consider price adjustment/escalation, if the project extends beyond the 18 months due to delay from contractor, we understand that the additional payment will be paid with price adjustment. Kindly confirm. **Please consider.** | Tender conditions prevails. |
| 8 | Appendix Financial Proposal Submission Forms, Page No: 28. | Appendix C-1: Financial Proposal Submission Form<br>Appendix C-2: Financial Proposal (price bid)<br>APPENDIX C 3: SUMMARY OF COSTS | Please confirm whether this form is to be submitted in the portal. **Kindly confirm.** | Tender conditions prevails. |
| 9 | Cl 5.0 Timeline Page No: 33. | Work execution 18 months from the date of commencement of works by the contractor. | Kindly consider price adjustment/escalation in-line with the Consumer Price Index for Industrial Workers as per Labour Bureau, Ministry of Labour and Employment, Govt. of India) in case the project extends beyond the **18 months.** | Tender conditions prevails. |

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| 10 | Cl 8.0 Conditions, V Page No: 35. | Due to any reason whatsoever beyond the control of client, if the work extend beyond 24 months based on the situation, BWSSB may take appropriate action in this regard and **Consultants shall not claim extra financial implication up to next 12 months.** | We request you to modify the clause suitably as mentioned below:<br><br>"Due to any reason whatsoever, if the work extends beyond 18 months, BWSSB will take appropriate action in this regard and Consultants will be compensated for additional period of service, based on mutually agreed between BWSSB and Consultant." | Cl 8.0 Conditions, V Page No: 35. Shall be read as:<br>"Due to any reason whatsoever, if the work extends beyond 18 months, BWSSB will take appropriate action in this regard and **Consultants will be compensated for additional period of service, based on mutually agreed between BWSSB and Consultant."** |
| 11 | TERMS OF REFERENCE (TOR), Note-S. No: 5 Page No: 36. | **Note: 5.** Administrative staff personnel (as per consultant requirement) are also not evaluated in Technical Proposal. But the financials of these positions are not considered in Financial Proposal. | We understand that administrative staff is not required for this Consultancy service. **Please confirm.** | Tender conditions prevails. |
| 12 | TERMS OF REFERENCE (TOR), Note-S. No: 8 Page No: 36. | **Note: 8.** No Mobilization payment is admissible under the PMC. | Kindy consider 10% of the Contract Value as Mobilization advance against submission of Advance Bank guarantee. **Kindly confirm.** | Tender conditions prevails. |
| 13 | Cl No: 3.3.1 Liability of the Consultants, Page No: 48. | Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law. | Kindly consider the **maximum Liability under this Consultancy contract shall be limited to 5% of the Consultancy Contract amount. Please Confirm.** | Tender conditions prevails. |

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| 14 | General | **Legal Clauses.** | We request you to include the following Legal clauses:<br><br>• No Party shall be liable for anything done or omitted to be done by it in connection with the performance of any duties or responsibilities consultants under this Contract, except for its' own wilful misconduct or as expressly provided by applicable law.<br>• The Disputes which could not be mutually resolved in reasonable time shall be resolved through binding Arbitration to be conducted under Indian Arbitration and Conciliation Act, 1996.<br>• Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement.<br>• Any work done in addition to the agreed scope of work shall be charged extra.<br>• The successful consultant may Suspend its' Services under the Contract if it is not paid as per the Terms and Conditions of this Contract. If such Suspension continues for 30 calendar days, TCE may Terminate this Contract. | Tender conditions prevails. |

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| 15 | **General.** | **General.** | Kindly consider Including the following in the Format of Agreement Schedule:<br><br>**VALIDITY OF COMPENSATION** - The compensation as detailed in this Contract shall remain valid up to *****. Should the Consultant's services for its' scope of work under this Contract get extended beyond this date due to any reasons not under the control or responsibility and hence not attributable to the Consultant, the said compensation for remaining portion of Consultant's scope of work to be performed during the extended period shall be escalated at ** percent per calendar year or part thereof. | Tender conditions prevails. |
| 16 | **General.** | **General.** | Kindly consider Including the following in the Format of Agreement Schedule:<br><br>The Bidder has considered ___ no. of revisions and ____ no. of hard copy deliverables in its' quoted price. Any additions to it shall be charged extra. | Tender conditions prevails. |
| 17 | **General.** | **General.** | Kindly consider Including the following in the Format of Agreement Schedule:<br><br>INDEMNITY - Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third | Tender conditions prevails. |

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| | | | parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement. | |
| 18 | LAST DATE AND TIME FOR RECEIPT OF TENDERS | The last date and time of submission is 19/08/2023, 16:00 hrs. | We request you to kindly consider extending the last date of bid submission by at **least 2 weeks from the issue of Minutes of the Pre-bid meeting**. | Tender conditions prevails. |

**Chief Engineer (K-O&M)**
**BWSSB**